

it parses and returns for each pre-ordering transaction along with an identification of the LSR field to which each particular data element relates. OSS Decl. ¶ 197, Exhibit LN-OSS-5; OSS Reply Decl. ¶ 143. Clearly, Qwest meets the FCC's standard in connection with pre-order/order integration.

g) Commenters' Remaining Criticisms of Qwest's Ordering Processes are Insignificant, Unsubstantiated or Moot

CLECs raise a number of other claims regarding Qwest's ordering processes that also should be dismissed. WorldCom contends that Qwest discriminates against CLECs by not offering migration by name and telephone number. *See* WorldCom Comments at 9-10, Lichtenberg Decl. ¶¶ 27-32. But neither WorldCom nor any other CLEC requested this capability, through the Change Management Process, until the day that Qwest filed its Application. *See* OSS Reply Decl. ¶ 145.

WorldCom also claims that, by not supporting migration of orders without features, Qwest fails to meet the "same time and manner" test for its ordering processes. *See* WorldCom Comments at 5-6 and Lichtenberg Decl. ¶¶ 13-16. Qwest initially implemented this capability in 1997, but changed the process because of difficulties encountered by CLECs and their end user customers. *See id.* Qwest recently received a change request through CMP and is awaiting CLEC prioritization for scheduling. *See id.*

Eschelon's claim that the IMA-GUI is too cumbersome also is without merit. *See* Eschelon Comments at 6-7. As described in the opening OSS Declaration, Qwest's IMA-GUI interface is easy to use. *See* OSS Decl. ¶¶ 62-65, 175-176. Indeed, HP stated in its *Interim Report* that "P-CLEC representatives who have used it found the GUI application to be remarkably intuitive and easy to navigate, provided the user possesses certain basic computer skills." *Interim Report of the P-CLEC, Version 2.0, March 31, 2001 (Exhibit LN-OSS-66), at*

82. Finally, although 156 CLECs have used the IMA-GUI to access and submit LSRs from May 2001 through April 2002, *see* OSS Decl. ¶ 176, no other CLEC has complained that the IMA-GUI is cumbersome. The Eschelon-submitted CRs seeking to improve perceived deficiencies in the IMA-GUI (which were discussed for prioritization at a recent CMP systems meeting) should address any concerns that Eschelon may have with regard to the IMA-GUI.

CLECs raise three other claims relating to Qwest's ordering processes that are easily explainable. First, AT&T claims that Qwest takes too long to update Customer Service (CUS) Codes. *See* AT&T Comments at 43-44 and Finnegan/ Connolly/Menezes Decl. ¶¶ 201-208. But the 3-to-5 day interval for updating the vast majority of CUS Codes applies equally to wholesale and retail operations. *See* OSS Reply Decl. ¶ 147.

Eschelon's claim that CLEC-to-CLEC orders are prevented in Release 10.0 when account numbers ("ANs") are not populated in IMA also misses the mark. *See* Eschelon Comments at 4-5. On July 10, 2002, Qwest implemented a fix that ensures IMA 10.0 can accept electronically submitted CLEC-to-CLEC orders with blank or placeholder ANs. *See* OSS Reply Decl. ¶ 149. Eschelon's further claim that Qwest requires excessive use of the manual handling indicator in placing orders also is misleading. *See* Eschelon Comments at 7 n13. In October 2001, Qwest advised the CLEC community that a limited number of orders require CLECs to select manual handling. *See* OSS Reply Decl. ¶ 150. Qwest has continued to discuss with CLECs methods that will allow mechanical processing of CLEC-to-CLEC migrations in the future through the Ordering and Billing Forum ("OBF") and CMP. *See id.* None of these issues precludes a finding of compliance for Qwest's ordering processes.

3. Provisioning

CLECs raised only a few issues in connection with provisioning, none of which prevents the FCC from finding that Qwest satisfies Section 271. Eschelon's claim regarding

Loss and Completion Reports is both minor and moot, as Qwest recently implemented a change to accommodate Eschelon's concern. *See* OSS Reply Decl. ¶ 153. Eschelon's claim regarding "unannounced dispatches" also is a red herring, as Qwest's research shows that a technician was not dispatched on the five occasions Eschelon cites. *See id.* ¶ 155. In any case, modifications were recently implemented by Qwest to ensure that no unnecessary dispatches occur. *See id.*

4. Maintenance and Repair

CLECs make several claims relating to Qwest's M&R that can easily be dismissed and should not affect a finding of Section 271 compliance. AT&T contends that Qwest does not process transactions to modify trouble reports in a timely manner. AT&T Comments at 44 and Finnegan/Connolly/Menezes Decl. ¶ 209. But the Third Party Test's evaluation of CEMR showed that Qwest can indeed modify trouble reports in a timely manner. *See* OSS Reply Decl. ¶ 157; OSS Decl. ¶¶ 459-464. Qwest met all evaluation criteria during the first two phases of the test, all 13 benchmarks for the normal days, and 12 of the 13 benchmarks for the peak day during the Volume Test. *See* OSS Decl. ¶¶ 460-461. Qwest barely missed the thirteenth benchmark for peak days. *See id.*

Since the close of the test, KPMG has noted on several occasions that the three-second delay in processing non-designed edit transactions, which caused Qwest to miss the thirteenth benchmark, "wasn't substantial." *See, e.g.,* Nebraska Transcript of Proceedings, May 29, 2002, at pp. 37-38. The State Authorities have endorsed that view, stating, for example, that Qwest's performance was adequate and that the test "results do not reveal a material impediment to CLEC access to Qwest's OSS." CPUC Evaluation at 42 n.93. Even AT&T agreed in the course of state proceedings that "Qwest's decision to take this as closed/unresolved instead of attempt[ing] to get that three seconds removed from the time probably was a reasonable approach." *See* Nebraska Transcript of Proceedings, May 6, 2002, at 68.

The second claim raised by CLECs – that Qwest’s rate of successful repairs is inadequate – also can easily be dismissed. AT&T Comments at 44 and Finnegan/Connolly/Menezes Decl. ¶¶ 208, 214-215; WorldCom at 16-17 and Lichtenberg Decl. ¶¶ 64-66. The commenting CLECs base this claim solely on the result of the ROC OSS Test. But KPMG has testified that Qwest’s repair processes are parity-by-design, and that the evaluation criterion relating to this issue in no way suggests that Qwest discriminates in connection with repair functions. *See* Attachment 5, Appendix P, Colorado OSS Hearing, June 10, 2002, at 127-29. Qwest addressed this issue – and related closed/unresolved Exception 3058 – in its Application. *See* OSS Decl. ¶¶ 476-478. As stated there, Qwest adequately repaired over 92% of POTS Resale, UNE-P, and UNE-L circuits on the first attempt. *See id.* ¶ 476. In addition, Qwest’s analysis concluded that Qwest accurately repaired the inserted trouble at least 97.7% - not 92% - of the time. *See* OSS Reply Decl. ¶¶ 157.

None of the State Authorities found that Qwest’s rate of successful repairs hinder CLECs. The CPUC, citing Qwest’s MR-7 (Repair Repeat Report Rate) performance results, pointed out that “[n]o CLEC asserted that this measurement constitutes a fatal flaw to a finding of OSS compliance.” *See* CPUC Evaluation at 43. Clearly, Qwest’s performance in this area is adequate.

CLECs allege that Qwest does not maintain accurate repair records for them. *See* AT&T at 44 and Finnegan/Connolly/Menezes Decl. ¶¶ 210-213; Eschelon at 15. This claim too was addressed in Qwest’s Application and is without merit. *See* OSS Decl. ¶¶ 471-475. Qwest already has explained why its performance was satisfactory and has described recent improvements implemented through training and ongoing field coding process audits. *See id.*

and Exhibit LN-OSS-29. Updated audit results show continued improvements. *See* OSS Reply Decl. ¶ 158, Reply Exhibit LN-24.

The State Authorities did not find Qwest's performance with regard to close-out codes to be a matter of concern. *See* CPUC Evaluation at 42 n.93 (finding "that these results do not reveal a material impediment to CLEC access of Qwest's OSS"); IUB Conditional Statement Regarding OSS Evaluation and Order (June 10, 2002) at 5 ("[t]he Board does not see this exception as one that is of such significance that it should cause it to conclude that Qwest's OSS is not adequate. Exception 3055 does not preclude Qwest from a showing of Section 271 compliance.") The FCC should find that there is no issue here.

Eschelon was the only CLEC to raise additional concerns relating to M&R. But Eschelon's issues are unique to it and do not implicate broader Section 271 concerns. *See Georgia/Louisiana 271 Order* ¶ 172 n644; *Kansas/Oklahoma 271 Order* ¶ 207. Moreover, each of the issues raised by Eschelon is easily explainable and need not deter the Commission from a finding of compliance. *See* OSS Reply Decl. ¶¶ 159-161.

5. Billing

The evidence demonstrates that Qwest provides complete, accurate and timely Wholesale bills and usage records to CLECs. *See, e.g.,* OSS Decl. ¶¶ 539-43. The results of the ROC OSS Test, Qwest's commercial performance results, and the fact that disputed dollar amounts have declined from January through May all support this assertion. *See* OSS Reply Decl. ¶¶ 204-206.

a) Qwest's Wholesale Bills are Auditable

AT&T and WorldCom claim that Qwest does not provide Wholesale bills in BOS format and that they are unable to verify the accuracy of their bills. *See* AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶¶ 227-235; WorldCom Comments, Lichtenberg Decl. ¶¶ 67-

73. But Qwest provides CLECs with Wholesale bills in multiple electronic formats, including BOS. *See* OSS Decl. ¶ 498; OSS Reply Decl. ¶ 178. Moreover, Qwest's Wholesale bills are auditable. *See* OSS Reply Decl. ¶¶ 207-216.

Twenty-one of the 29 CLECs that order UNE-P services from Qwest in the five application states receive their bills in ASCII format. *See id.* ¶ 181. One CLEC currently receives UNE-P bills in BOS format and one receives UNE-P bills in EDI format, and they began doing so only recently. *See id.* ¶ 186. The evidence – as distinguished from the broad invective of AT&T and WorldCom – demonstrates that CLECs that receive their UNE-P bills in ASCII format are capable of auditing their bills. *See id.* ¶¶ 207-216. In fact, ASCII bills can be “easily transferred into a computer spreadsheet or other electronic system that allows for computer auditing.” *See Pennsylvania 271 Order* at n.51. Commercially available software for auditing ASCII bills is abundant and easy to use; CLECs have the option of purchasing or licensing bill-auditing software from vendors; and vendors specializing in bill auditing are capable of auditing Qwest's ASCII bills. *See id.* ¶¶ 209-212. Indeed, CLECs have indicated that Qwest's bills provide them with sufficient information to support auditing, and have submitted bill disputes to Qwest as a result. *See id.* ¶¶ 213-214.

That AT&T and WorldCom prefer to receive their Wholesale bills in BOS format, as opposed to ASCII (or EDI), is something Qwest can – and is – accommodating, *see* OSS Reply Decl. ¶¶ 186-187; but these preferences have no bearing on whether Qwest's billing systems meet the requirements of Section 271. Indeed, the FCC has held that compliance with a particular standard “is not a requirement of providing nondiscriminatory access to OSS functions.” *See Louisiana 271 Order* ¶ 137.

Nevertheless, Qwest remains committed to assisting CLECs with their bills and provides CLECs with multiple resources in connection with bill review and analysis. *See* OSS Reply Decl. ¶ 215-216. Qwest also has been working with CLECs to accommodate requested changes to its billing systems through the Change Management Process. *See id.* ¶¶ 227-228. Finally, Qwest's bill dispute policy – which is documented, defined and adhered to – makes the submission and resolution of a bill dispute an easy process for CLECs. *See id.* ¶¶ 217-227. Currently, Qwest doesn't even assess late payment charges. *See id.* ¶¶ 224-225.

b) Qwest's Daily Usage File is Fully Functional

In yet another sweeping, overwrought (and incorrect) generalization, AT&T claims that Qwest's DUF is insufficient because Qwest passed KPMG's DUF test only "on the sixth try." *See* AT&T Comments at 45 and Finnegan/ Connolly/Menezes Decl. ¶ 129. AT&T is incorrect. *See* OSS Reply Decl. ¶ 232. In any case, the very nature of the military-style ROC OSS Test dictated that testing be repeated when certain evaluation criteria were not met. *See id.* ¶ 233. Qwest's willingness to repair and retest aspects of its DUF should be commended, not criticized. The FCC rejected an identical AT&T claim almost one year ago in Pennsylvania when it noted that the repeated need to correct a billing system during a third party test "helps demonstrate . . . [a] commitment to correcting a systemic problem." *See Pennsylvania 271 Order* ¶ 234. AT&T's other attempts to discredit Qwest's DUF with anecdotal evidence fail for similar reasons. *See* OSS Reply Decl. ¶¶ 325-236.

c) Eschelon's Billing-Related Claims Do Not Affect a Finding of Overall Compliance with Section 271

Eschelon raises a number of billing-related claims, but each presents a unique, company-specific issue that does not affect a finding of overall compliance with Section 271. *See id.* ¶¶ 238-242.

D. The Remaining OSS Issues Raised in the Comments Are Anecdotal and Lack Support in the Record

1. Qwest's Reliance on the Third Party Test Comports with FCC Precedent

The FCC has clearly and repeatedly held that third party test evidence is relevant to a Section 271 proceeding. *See New Jersey 271 Order* at App. C ¶ 31; *New York 271 Order*, 15 FCC Rcd at 3993, 3999 ¶¶ 89, 100. WorldCom's claim that Qwest does not provide sufficient commercial data, and, thus, by implication, relies too heavily on the Third Party Test is entirely without merit. *See WorldCom Comments* at i, iii, 3-4. The Third Party Test conducted by KPMG was the most extensive independent test conducted in connection with a Section 271 proceeding to date. *See CPUC Evaluation* at 2; *see generally* OSS Decl. ¶¶ 18-55 (describing development of Third Party Test). But Qwest's Application does not rely solely on the results of KPMG's evaluation; rather, the application also relies on a considerable volume of commercial data for support. *See, e.g.*, OSS Decl. ¶¶ 72-77, 79-84, 88-93, 96-101, 103-108, 118-129, 131-136, 140-152, 169-174, 177-182, 187-192, 208-231, 233-250, 252-257, 260-300, 304-339, 398, 429-434, 438-443, 445-450, 457, 527-576, 647-652, 692-695, 739-742. Clearly there is no merit to WorldCom's claims.

2. "Unfiled Agreements" Issues Do Not Impact the Record Here

Some parties allege that issues relating to so-called "secret agreements" taint the strong OSS showing presented here. First of all, Qwest vigorously objects to the pejorative label of "secret agreements," which implies that Qwest and CLECs, like any other firms, cannot enter into confidential business arrangements. All ILECs, and all CLECs, have many confidential agreements, including with each other. There is nothing sinister regarding the common business practice of keeping contract terms proprietary.

Recently some parties have challenged Qwest's good faith determinations as to when a negotiated contractual arrangement with a CLEC must be filed with and approved by state utility commissions under Section 252(a) prior to taking effect. Qwest has filed hundreds of interconnection agreements across its region, so there can be no doubt that it takes its obligations under Section 252 very seriously. However, Qwest (and CLECs) also viewed other contractual arrangements between them as not falling within the scope of Section 252(a). Those arrangements included details regarding their business-to-business relationships (such as dispute resolution procedures), arrangements to settle disputes, or contracts dealing with matters unrelated to Section 251(b) or (c). Qwest believed and continues to believe that Congress did not intend to burden such business-to-business arrangements with prior regulatory review and related processes.

Critics nevertheless argue that pending disputes over the matter provide a basis for the Commission to deny this Application. Qwest addresses this "public interest" theory below. *See* Section IX.C, *infra*. For present purposes, it is enough to note that four of the five states here directly addressed and rejected such argumentation, as did the Department of Justice. *See id.* Qwest has asked the Commission to clarify the scope of Section 252(a), and to define the line between those ILEC-CLEC contract terms that require regulatory approval, and those that do not. The Commission will rule on that matter in due course. Some states are reviewing whether in particular cases Qwest implemented agreements that first should have been filed and approved, and made available under Section 252. These pending enforcement proceedings also will resolve themselves. Meanwhile, Qwest has taken other actions to ensure that, until the law in this area is clarified, its going forward filing policies are broad and complete. *See* Brotherson Reply Decl. ¶¶ 7-8.

For present purposes, it is sufficient to note that Qwest's Section 252(a) line drawing in no way impacted the record here. The Commission should reject the claim of some CLECs that the Third Party Test was tainted by "secret agreements" Qwest is alleged to have made with certain CLECs. See AT&T Comments at 9-10, 30 and Finnegan/Connolly/Menezes Decl. ¶¶ 16-18; WorldCom Comments at iii, 4-5; New Edge Networks Comments at 4. But KPMG confirmed in its June 11 CLEC Participation Study that none of the "secret agreements" had a determinative effect on the Third Party Test. See Attachment 5, Appendix P (KPMG Revised CLEC Participation Study, June 11, 2001, at 1) ("KPMG Consulting is not aware of any evidence that suggests that Qwest has given preferential treatment to any of the participating CLECs in a manner that would undermine the credibility of the information relied upon by KPMG Consulting."). The CPUC expressly affirmed this view, see CPUC Evaluation at 41, and the other State Authorities implicitly affirmed it by supporting Qwest's Application. The fact that KPMG initiated this review in no way implicates the integrity of the Third Party Test. As the CPUC noted, "[b]ased on KPMG's statements, we are convinced that the mere existence of the CLEC participation study, without more, is insufficient basis for concern." *See id.* at 40.

V. QWEST'S CHANGE MANAGEMENT PLAN SATISFIES THE REQUIREMENTS OF SECTION 271 AND COMMISSION PRECEDENT

The FCC has established seven Section 271 criteria under the heading of "change management." *New Jersey 271 Order*, App. C ¶ 42; *see* OSS Decl. ¶ 603. Commenters challenge Qwest's compliance with respect to only three criteria: (1) organization and accessibility of information regarding change management; (2) Qwest's pattern of compliance

over time with its plan, and (3) the adequacy of Qwest's EDI interface testing environment.

Commenters have effectively conceded Qwest's compliance with the other four. 39/

Every State Authority concluded that Qwest's change management process, including its stand alone test environment (SATE), satisfies Section 271. 40/ The CPUC, which was most closely involved with the change management redesign process, agreed with Qwest that "it has in place the most comprehensive, inclusive, and forward-looking change management plan in the nation." CPUC Comments at 45. As demonstrated below, none of the other commenters advances any persuasive reason to question the adequacy of Qwest's change management process, including its interface testing environments.

A. Qwest's Change Management Plan Is Complete.

AT&T, alone among the commenters, claims that Qwest's change management plan is not yet complete for purposes of Section 271 review, pointing to the fact that two issues remained to be resolved by the redesign team after the Application was filed: (1) product and process production support manual workaround procedures and (2) voting logistics. AT&T Comments at 31-32 and Finnegan/Connolly/Menezes Decl. ¶¶ 36-43.

By any measure, by the time it filed its Application, Qwest had in place and fully implemented a Section 271-compliant change management plan. As the CPUC points out, by that time, "Qwest had already implemented and posted on its website CLEC-benefiting processes that go well beyond any CMP previously approved by the FCC." CPUC Comments at 48. The

39/ These are (1) substantial input from competing carriers in the design and continued operation of the change management plan; (2) adequacy of the change management dispute resolution procedures; (3) adequacy of EDI documentation; and (4) quality of technical assistance provided to CLECs. *See New Jersey 271 Order*, App. C ¶ 42.

40/ CPUC Evaluation at 4, 45-53; IPUC Consultation at 11-12; IUB Consultation and Evaluation at 35-40; NPSC Comments at 7; NDPUC Comments (Consultative Report) at 171-76.

fact that details on voting and on one aspect of product and process changes remained to be discussed at the time Qwest filed its Application does not change this fact. As the Department of Justice stated in its Evaluation, which concluded that Qwest's CMP complied with Section 271:

Although certain aspects of the redesign, particularly those governing product and process changes, were only recently agreed upon by Qwest and the participating CLECs, key provisions of the CMP have been in place for more than six months

DOJ Evaluation at 26.

In any event, the two issues remaining after the Application was filed are not essential to a Section 271-compliant change management process, and have by now been resolved through the redesign process and fully implemented. The manual workaround procedures were agreed to and incorporated into the CMP Framework on June 18 and were fully implemented on July 15. See CMP Framework, § 12.8; Reply Declaration of Judith M. Schultz on Change Management ("CMP Reply Declaration") ¶ 6. The manual workaround procedures are only a small part of the CMP product and process procedures, which were otherwise complete and fully implemented by April 22, 2002. *Id.*

The voting procedures issue was so unimportant that AT&T did not even include it in its list of the issues that it deemed essential for purposes of Section 271. See CMP Decl. ¶¶ 139-140 and Exhibits DLF-CMP-11, DLF-CMP-12. The CMP voting procedures are well-established, and only the logistics of voting remained to be agreed upon by Qwest and CLECs after the June 6 redesign meeting. CMP Reply Decl. ¶¶ 8-9. These remaining details were agreed upon at the July 10 redesign conference call and implemented on July 17. See *id.* ¶ 8; CMP Framework § 17.0.

B. Qwest has Demonstrated a Pattern of Compliance Over Time With its Change Management Procedures

Qwest has demonstrated a strong pattern of compliance over time with the redesigned CMP plan, whose key Section 271 provisions had been in place for six months or more at the time of filing of the Application. CMP Decl. Section V(D). Several commenters nevertheless take issue with Qwest's showing. Their primary claim is that Qwest's redesigned CMP has not been in place long enough for Qwest to have demonstrated compliance over a sufficient length of time. As shown in the CMP Declaration, Qwest has amassed a record of very high levels of compliance with its plan over time, a record which continues to this day. 41/

AT&T makes much of the fact that several redesigned CMP provisions were implemented on April 1, 2002, or later, giving Qwest at most two months in which to demonstrate a pattern of compliance. AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 42. Two months (in the case of product and process changes) is adequate time to demonstrate a pattern of compliance, however, particularly when the balance of the redesigned procedures have been in place for at least six months and Qwest has demonstrated a strong and consistent pattern of compliance for those. In hearings before State Authorities, AT&T has admitted as much. In a hearing on change management before the Washington Utilities and Transportation Commission, Mr. Menezes of AT&T testified as follows:

Another component is that Qwest has adhered to the process over time. . . . And Ms. Doberneck has mentioned two to three months. And I think that's what we would be looking for, some period of time once it's done, and evidence to support that there is this adherence.

41/ Although Qwest relies in this Application on its record in complying with its CMP as of the date of filing, *see* Exh. DLF-CMP-5, updated compliance data, through July 19, 2002, confirm Qwest's continued strong pattern of compliance with the plan, including the more recently implemented aspects of the plan. *See* CMP Reply Decl. ¶ 21 and Reply Exhibit JMS-7.

Washington Change Management Hearing, April 26, 2002, (Reply Exhibit LN-47), p. 07516. As Mr. Menezes mentioned, Ms. Doberneck of Covad agreed: “I think systems is a little bit different, but if we are talking product and process, two or three months should be a sufficient basis.” *Id.* at 07471.

The Department of Justice agreed that the Qwest CMP satisfies Section 271, even though certain provisions were adopted recently, observing that “CMP redesign and implementation is a dynamic process.” DOJ Evaluation at 26. And, although Qwest need not rely on this fact, Qwest’s strong pattern of compliance with product and process procedures has continued through the end of June. CMP Reply Decl. ¶ 21 (citing compliance of between 98% and 100%).

Product and process changes are not an essential part of a Section 271-compliant change management plan. *See* CMP Reply Decl. ¶ 28. *See, e.g., Georgia/Louisiana 271 Order* ¶ 180 n.673 (the FCC’s “prior orders recognize that changes that do not impact OSS interfaces are not necessarily required to be a part of a change management process,” citing *Pennsylvania 271 Order*, 16 FCC Rcd at 17451 ¶ 51.) As the Department of Justice observed, however, it is not necessary to decide this issue in order to conclude that Qwest’s CMP was adequate at the time of filing under Section 271. *See* DOJ Evaluation at 26 n.125.

AT&T and WorldCom rely heavily on the KPMG closed undetermined findings on change management. *See* AT&T Comments at 33-34; WorldCom Comments, Lichtenberg Decl. ¶¶ 75-76. Qwest fully addressed KPMG’s findings in the CMP Declaration, and need not repeat them here. *See* CMP Decl. ¶¶ 100-117. It was not essential for KPMG to observe the new product and process procedures in order for the Commission to conclude that Qwest has satisfied Section 271 through its compliance showing. The CPUC, which did have a chance to

observe the product and process procedures, correctly concluded that “Qwest has adhered to this new process and therefore KPMG’s ‘unable to determine’ finding is a non-issue.” CPUC Evaluation at 48.

KPMG’s inability to observe CLECs and Qwest prioritizing regulatory changes was due to the fact that these changes weren’t subject to prioritization until the CPUC ruled on the impasse issue. As the CPUC correctly points out in its evaluation, KPMG did not need to observe prioritization of regulatory changes in order to be confident that the prioritization process works well:

The COPUC believes that KPMG erred in reaching an “unable to determine” result. Qwest and the CLECs had prioritized IMA release 10.0 and 11.0, and the impact of the COPUC’s resolution of the PID/PAP change request impasse issue did not affect the basic prioritization process itself. Qwest has adhered to the CMP prioritization process and should not be penalized with further testing.

CPUC Evaluation at 47 (footnote omitted). 42/ See CMP Reply Decl. ¶ 30. The CLECs are unsuccessful in casting doubt on the positive conclusions reached in Arizona regarding the adequacy of Qwest’s CMP plan and pattern of compliance with that plan. See CMP Reply Decl. ¶ 31.

None of the incidents of alleged noncompliance with Qwest’s CMP call into question the adequacy of Qwest’s CMP under Section 271 or its pattern of compliance. The incidents mentioned are the same handful that the CLECs have discussed in each of the state Section 271 proceedings throughout Qwest’s region. In none of the cases cited is there a violation of Qwest’s change management procedures. See CMP Reply Decl. ¶¶ 30-39; CMP Decl. ¶¶ 154-55. Unsupported, anecdotal evidence does not carry great weight in evaluating a

42/ As noted in the CMP Declaration, to our knowledge most if not all of the other BOCs refuse to allow CLECs to prioritize regulatory changes at all. CMP Decl. ¶ 111.

BOC's compliance with Section 271 requirements. *See, e.g., Kansas/Oklahoma 271 Order* ¶ 207; *Georgia/Louisiana 271 Order* ¶ 267. Rather, what is relevant is whether there is a pattern of such violations or of a systemic problem, *Kansas/Oklahoma 271 Order* ¶ 281, something that is entirely absent from the record in this proceeding.

C. Qwest Provides CLECs a Stable Test Environment that Mirrors Production

At the time Qwest filed its application, 31 CLECs had successfully used Qwest's two testing environments, Interoperability and SATE, to develop EDI interfaces. For SATE (Stand Alone Test Environment) alone, 16 CLECs had used the test environment to successfully go into production. *See* OSS Reply Decl. ¶ 245.

Despite this extensive history of commercial usage, the commenting CLECs do not raise a single example of Qwest's testing environments causing difficulties in the real world. For their comments, they rely solely on OSS testing results. Nothing in the comments undermines Qwest's showing in its Application that both its Interoperability test environment and SATE satisfy the Commission's Section 271 criteria – namely that they each provide a “stable test environment that mirrors production.”

Among the commenters, only AT&T questions whether SATE is “stable.” AT&T argues that when Qwest makes changes to the test environment to correct “bug fixes,” it does not make parallel changes to the production environment. AT&T Comments at 35-36 and Finnegan/Connolly/Menezes Decl. ¶ 92. In fact, Qwest has undertaken to make no changes (other than bug fixes) during the 30-day period prior to implementation of a major release, and it makes those same bug fixes to the production environment. OSS Decl. ¶ 731; OSS Reply Decl. ¶¶ 251-253. This requirement has been incorporated into Qwest's change management

procedures. *See* OSS Reply Decl. ¶ 252; Change Management Decl., Exhibit DLF-CMP-2 (CMP Framework), § 8.1.7, 8.1.8.

AT&T and WorldCom also argue that SATE does not “mirror production” within the meaning of Section 271 because SATE does not deliver exactly the same response as would the production environment in every instance. AT&T Comments at 36-38 and Finnegan/Connolly/Menezes Decl. ¶¶ 103, 106; WorldCom Comments at 21 and Lichtenberg Decl. ¶ 89. But the Commission does not require a BOC’s EDI test environment to generate, in every instance, the identical response that would be generated in the production environment. Rather, the Commission requires that the test environment “perform the same functions as the production.” *Texas 271 Order* ¶ 138. *See also Georgia/Louisiana 271 Order* ¶ 189. As explained below and in greater detail in the OSS Reply Declaration, § VII(C), SATE clearly satisfies this test.

The purpose of interface testing is to ensure that the CLEC’s EDI interface (its code) works properly with the Qwest systems and that CLEC systems will be able to receive and display error messages and other responses, such as FOCs. OSS Decl. ¶ 718; OSS Reply Decl. ¶ 255. It is not necessary for each test response to be identical to the response that would be received in production in order to accomplish these goals.

AT&T and WorldCom nevertheless focus on the fact that, in some instances, a particular test transaction in SATE may return a different response than would be returned in production. As stated in the OSS Reply Declaration:

What matters in interface testing is that the response comes back in a consistent format every time, and that the correct field is populated. The content of the data received is not as important because the CLEC’s EDI code will generally not act on the content

of the data; that will be done by a human being. ^{43/} A CLEC's software works with the structure, not the content, of the data received. Each response transaction type has the same structure through which data is returned.

OSS Reply Decl. ¶ 257. Thus, the content of a response may differ between SATE and production, but a CLEC will still be able to test its ability to receive that production response, because it is testing to make sure its software will receive the response in the appropriate field. *Id.* ¶ 261. In SATE, CLECs can perform every transaction that they can perform in production, for products available in SATE. There is no piece of code that CLECs are unable to exercise through SATE. It is a positive, not a negative, that the responses in SATE are static and repeatable. If a CLEC receives the predicted response every time it runs a test transaction in SATE, it knows its code will work in production. SATE thus “perform[s] the same key functions” for CLECs as the production environment does, which is all that is required under Section 271. *Texas 271 Order* ¶ 138.

Qwest documents the manner in which SATE responses differ from production responses, and documents which production error messages are not included in SATE. *See* OSS Reply Decl § VII(D); OSS Decl. ¶¶ 725 n.1052, 735, 762. Qwest also will promptly add new test data or additional error messages to SATE upon CLEC request, a factor viewed as contributing to “mirroring production” under Section 271. OSS Decl. ¶¶ 725 n.1051, 735, 764. *See Georgia/Louisiana 271 Order* ¶ 189. Significantly, no CLEC has yet requested that Qwest code any additional error messages in SATE. OSS Reply Decl. ¶ 265 n.322. Nor has the SATE Users' Group objected to the scope and type of error messages generated in SATE. *See id.* ¶ 269 n.324; Reply Exhibit LN-42 (May 21, 2002 Meeting Minutes of SATE Users' Group).

^{43/} Qwest provides scenarios for the CLEC to test those situations in which Qwest believes varying content of the data may require CLECs to code their systems to take into account the variability of the data.

Perhaps the most compelling evidence of all that SATE offers CLECs an adequate test environment that mirrors production is that so many CLECs have achieved production status through successful testing in SATE. As indicated in the Application, as of May 1, 2002, five individual CLECs had tested in SATE and gone into production, with five other CLECs doing so through a service bureau. OSS Decl. ¶ 740. During May, another six individual CLECs went into production after testing in SATE. Thus, as of June 1, 2002, a total of 16 CLECs have tested and gone into production using SATE. *See* Qwest SATE Confidential Data Ex Parte, July 15, 2002 (Confidential Attachment). *See also* OSS Reply Decl. § VII(A).

By way of comparison, the FCC found it compelling that three CLECs had successfully used the SBC testing environment and gone into production in the Texas Section 271 proceeding. *Texas 271 Order* ¶ 138. Here, the evidence is far stronger that SATE provides a successful test environment for CLECs. As the Commission has stated on numerous occasions, “actual commercial usage [is] the most probative evidence that a BOC is providing nondiscriminatory access to its OSS.” *Texas 271 Order* ¶ 102; *New Jersey 271 Order* at App. C ¶ 31. ^{44/} Letters from two entities that have tested their software using SATE provide additional evidence that SATE mirrors production (Allegiance, a CLEC, and NightFire, a software vendor). Reply Exhibits LN-38 and LN-14.

As noted in the OSS Declaration, Qwest has further enhanced SATE’s mirroring of production by providing automated post-order responses through VICKI (since January 26,

^{44/} In the case of SWBT in Texas, there was no third party test of SWBT’s interface testing environment. The Commission there stated that “in those substantive areas not covered by the Telcordia test, we rely instead on other evidence, such as actual commercial usage, to assess whether SWBT provides nondiscriminatory access to its OSS.” *Texas 271 Order* ¶ 103. *See also Georgia/Louisiana 271 Order* ¶ 187 n.704 (CAVE test environment not subjected to third party test in Georgia, but FCC still approved it under Section 271).

2002) and by implementing test flow-through components. 45/ OSS Decl. ¶¶ 723-725. Rather than acknowledging the options that these enhancements offer to CLECs, AT&T and WorldCom disparage them, suggesting, for example, that they do not sufficiently mirror production because a CLEC must “choose a path” to use VICKI. AT&T Comments at 36, 37; WorldCom Comments, Lichtenberg Decl. ¶ 85. Their argument reflects a misunderstanding of the nature of VICKI, which relies on predetermined test transactions with predetermined responses that verify a CLEC’s code is working properly. *See* Reply Decl. § VII(E).

AT&T and WorldCom cite the closed unresolved status of two SATE-related exceptions by KPMG in the ROC test as evidence that SATE does not mirror production (E3077) and that it does not provide testing for a sufficient range of products (E3095). The concerns raised in these exceptions are fully addressed in the OSS Declaration, and we need not repeat that explanation here. OSS Decl. ¶¶ 752-769. *See also* OSS Reply Decl. ¶¶ 294 n.363. The commercial evidence of CLECs successfully testing in SATE should put to rest any remaining doubts raised by the closed unresolved KPMG exceptions.

AT&T and WorldCom also suggest that Qwest should not rely on the HP Arizona test because HP did not test VICKI or flow-through and did not conduct “production mirror testing” of SATE. AT&T Comments at 38 n.87; *see also* WorldCom Comments, Lichtenberg Decl. ¶ 86. First, in directing HP to conduct a further test of SATE for EDI release 9.0, the ACC Staff made a conscious decision that it was not necessary for HP to test either VICKI or flow-through, citing the evolutionary nature of SATE and the future development of PO-19B. OSS Reply Decl. § VII(G), citing Reply Exhibit LN-45.

45/ The FCC has not required that these components be part of a test environment under Section 271. *See Texas 271 Order*, 15 FCC Rcd at 18421 (¶ 138).

Second, HP did find that Qwest's SATE is adequate to support CLEC testing in Arizona. HP Summary Evaluation Report (December 21, 2001), § 2.1, (Exhibit LN-OSS-73). As the Department of Justice noted in its Evaluation (at 30), "HP, through its transaction testing of SATE in Arizona, found the accuracy and consistency of SATE test responses to be adequate to support certification," citing HP Summary Evaluation Report at 8. *See also* OSS Reply Decl. ¶ 297. HP's testing resulted in a number of specific recommendations, some of which specifically addressed the issues identified by AT&T and WorldCom in their comments here. *See* OSS Reply Decl. ¶¶ 297-300. Qwest has agreed to and has complied with every recommendation with the exception of two relating to an expansion of PID measure PO-19, which are in the process of being implemented. OSS Decl. ¶ 751. 46/

The first performance results of the new PID designed specifically to measure the extent to which SATE mirrors production (PO-19B) also support the conclusion that SATE satisfies the Section 271 standard. Preliminary results are now available for July (the first month in which PO-19B was measured), and show that Qwest achieved a 98 percent mirroring rate (above the benchmark of 95 percent).

In sum, the results of both the ROC and Arizona third party tests, in combination with other evidence Qwest has presented on the effectiveness of SATE and the number of CLECs successfully testing in SATE, support a conclusion that SATE satisfies the requirements of Section 271.

Finally, AT&T and WorldCom argue that Qwest's other EDI test environment, the Interoperability environment, is not physically separate from the production environment,

46/ Even if the Arizona third party test did not evaluate every aspect of SATE, that does not mean the results are not relevant under Section 271. After all, the SBC test environment was found to satisfy Section 271 without any third party test results at all. *Texas 271 Order* ¶ 135.

citing *Georgia/Louisiana 271 Order* at ¶187. AT&T Comments at 35 and Finnegan/Connolly/Menezes Decl. ¶ 89; WorldCom Comments at 20-21 and Lichtenberg Decl. ¶ 81. As discussed in both the opening and the Reply OSS declarations, however, not only is the Interoperability environment physically separate from the production environment, it is physically impossible for orders to be transmitted through to production from Interoperability, because there is no physical connection from the Interoperability systems to the provisioning systems. OSS Decl. ¶ 712; OSS Reply Decl. ¶ 290. The concerns articulated by CLECs that Interoperability has an adverse impact on production are unfounded (*e.g.*, the potential for orders to be provisioned or for the Interoperability environment to “crash” the production systems). AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 85-90; WorldCom Comments, Lichtenberg Decl. ¶ 81. The Interoperability environment satisfies the FCC’s requirement that the test environment should be physically separate from production. *See Georgia/Louisiana 271 Order* ¶ 187.

AT&T and WorldCom also argue that Interoperability environment does not “mirror production” because some orders are processed manually. AT&T Comments at 35; WorldCom Comments, Lichtenberg Decl. ¶ 83. The orders are processed manually so that they do not flow through into production and cause test accounts to be provisioned. The lack of flow-through capability is not a flaw under Section 271, since the FCC has not required flow-through as a necessary part of their testing environments. *Texas 271 Order* ¶ 138.

In sum, both SATE and the Interoperability environment satisfy the FCC’s requirement of a physically separate “stable test environment that mirrors production.” *New Jersey 271 Order*, App. C ¶ 42.

VI. QWEST MEETS ALL OTHER CHECKLIST OBLIGATIONS

A. Checklist Item 1: Interconnection

1. Qwest Satisfies its Obligation to Provide Interconnection Trunking

Qwest's Application included a detailed discussion of its interconnection performance. AT&T is the only commenter that discussed interconnection trunking, and it did not raise any concerns about Qwest's performance in that area. Rather, AT&T's comments were limited to issues concerning the precise scope of Qwest's legal obligation to offer interconnection to competing carriers. ^{47/} Section 271 proceedings, however, are not the appropriate forum to resolve such disputes. *See, e.g., New Jersey 271 Order* at App. C ¶ 4.

First, AT&T contends that "if a CLEC forecasts a need for more trunks than Qwest *thinks* the CLEC will need, Qwest forces the CLEC to pay a construction deposit, which will not be returned if the CLEC's utilization falls below a certain threshold." AT&T Comments at 75. This is not true. Unless a CLEC has an unbroken 18-month history of low average utilization of trunking that is already in place, the CLEC is not even a candidate for a deposit. SGAT 7.2.2.8.6.1 ("if CLEC's trunk state wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service *each month*"). Moreover, CLECs choose whether or not to place deposits. For carriers whose agreements mirror the SGAT, submission of a deposit is optional to the CLEC. *See, e.g., Colorado SGAT* §§ 7.2.2.8.6.1 and 7.2.2.8.6.3 ("To the extent CLEC chooses to submit a deposit . . ."). To date, no CLEC in any state has elected to submit a deposit. *See Freeberg Reply Declaration* ¶ 9.

^{47/} *See* AT&T Comments at 71-81 and Wilson Decl. ¶¶ 5-36. One of the matters raised by AT&T deals with the use of spare transport capacity. This issue is addressed below in the context of checklist item 13, as it is a financial issue rather than a structural one. Another issue raised by AT&T deals with charges for entrance facilities. *See* AT&T Comments at 73-75. This issue is addressed in the pricing section below.

AT&T asserts, without any evidence, that “[t]he practical effect of these provisions is that CLECs scale back their facilities-based market entry to prevent excess blocking.” *See* AT&T Comments at 76-77. Qwest’s commercial performance results demonstrate that blockage on interconnection trunks is extremely rare, and is at parity with the retail analogue. ^{48/} AT&T does not address that fact. In short, AT&T’s forecasting concerns are hypothetical and without foundation.

Second, AT&T asserts that “Qwest may unilaterally determine that a CLEC is underutilizing its trunks and snatch trunks back from the CLEC regardless of the CLEC’s needs or plans for the trunks it holds and for which it pays.” AT&T Comments at 78. Again, AT&T overstates its case. The SGAT provides, in § 7.2.2.8.13, that “Qwest *may* reclaim the unused facilities and rearrange the trunk group.” Qwest has never exercised its rights under that provision. Typically, when underutilization reports provided by Qwest indicate the potential need to reduce the size of the trunk group, CLECs have voluntarily agreed to a trunk group size reduction. This voluntary approach to trunk group size reduction has worked well from each carrier’s perspective during the past several years. *See* Freeberg Reply Declaration ¶ 13.

Third, AT&T argues that “Qwest’s SGATs in Iowa, Idaho, Nebraska, and North Dakota (§ 7.2.2.9.3.2) prohibit CLECs from placing interconnection traffic on the trunk groups they have already established to carry toll traffic.” AT&T Comments at 79. This issue does not pose competitive problems for AT&T in any of the application states. The Colorado SGAT allows for the complete combining of traffic that AT&T seeks. In Idaho, AT&T’s interconnection agreement with Qwest contemplates the combining of different types of traffic

^{48/} *See* Commercial Performance Results under metric NI-1. The results for each state appear in Attachment 5, Appendix D to Qwest’s Application, and in *ex parte* submissions dated July 2 and July 23, 2002.

on interconnection trunks. ^{49/} In fact, interconnection trunk groups in Idaho now carry a mix of traffic types. In Iowa, Nebraska, and North Dakota, Qwest has interconnection agreements with CLECs that likewise allow the combining of local and toll traffic on the same trunk group. *See* Freeberg Reply Declaration ¶¶ 19-20. Any carrier may exercise its right to incorporate the language from those agreements into its interconnection agreement.

In any event, the SGAT provisions that AT&T attacks are not discriminatory. Qwest has long maintained one set of trunk groups to carry exchange access traffic for interexchange carriers and a second set for its own local traffic. *Id.* ¶ 21.

Finally, AT&T argues that “Qwest’s SGATs also arbitrarily limit the length of interconnection trunks between Qwest switches to 50 miles. In other words, when a CLEC wishes to purchase interconnection trunks that would involve transport of more than 50 miles between Qwest switches, and Qwest lacks adequate capacity on such a route, Qwest requires the CLEC to build the additional capacity for Qwest.” AT&T Comments at 80-81.

The regulatory authorities in Idaho, Nebraska and North Dakota approved a compromise proposed by Qwest. In those states, when a CLEC seeks direct trunked transport in excess of 50 miles and the parties cannot agree on an appropriate cost sharing arrangement, the parties may submit the issue to the state commission for resolution. There is no contractual limit on the length of direct trunked transport in those states. *See* Freeberg Reply Declaration ¶ 24.

In Colorado and Iowa, the regulatory authorities approved SGAT language that requires Qwest to provide direct trunked transport up to 50 miles where Qwest does not have

^{49/} The AT&T interconnection agreement states, “If Local Traffic and Toll Traffic are combined in one (1) group, AT&T shall provide a measure of the amount of Local and Toll traffic relevant for billing purposes to U S WEST.” *See* Qwest/AT&T Idaho interconnection agreement at § 8.2.2. This agreement (and the others discussed here) appears in Attachment 5, Appendix L to Qwest’s Application.